

CASE ID: ADJ6792215  
{BOF56EDA-2B23-4057-97A0-CB392B1AF894}



STATE OF CALIFORNIA  
DIVISION OF WORKERS' COMPENSATION  
WORKERS' COMPENSATION APPEALS BOARD  
COMPROMISE AND RELEASE

ADJ6792215

Case Number 1

Case Number 4

Case Number 2

Case Number 5

Case Number 3

SSN (Numbers Only)

Venue Choice is based upon: (Completion of this section is required)

- ☐ County of residence of employee (Labor Code section 5501.5(a)(1) or (d).)
- ☐ County where injury occurred (Labor Code section 5501.5(a)(2) or (d).)
- ☒ County of principal place of business of employee's attorney (Labor Code section 5501.5(a)(3) or (d).)

AHM

Select 3 Letter Office Code For Place/Venue of Hearing (From Document Cover Sheet)

Employee(Completion of this section is required)

ERIC

First Name

B

MI

WYNALDA

Last Name

Address/PO Box (Please leave blank spaces between numbers, names or words)

THOUSAND OAKS

City

CA

State

Zip Code

Employer Information (Completion of this section is required)

- ☒ Insured ☐ Self-Insured ☐ Legally Uninsured ☐ Uninsured

CHARLESTON BATTERY

Employer Name (Please leave blank spaces between numbers, names or words)

1990 DANIEL ISLAND DRIVE

Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

CHARLESTON

City

SC

State

29492

Zip Code

CASE ID: ADJ6792215  
{B0F56EDA-2B23-4057-97A0-CB392B1AF894}

## Applicant's Attorney or Authorized Representative:

☒ Law Firm/Attorney ☐ Non Attorney Representative

MODESTO

First Name

DIAZ

Last Name

Law Firm Number

LEVITON, DIAZ &amp; GINOCCHIO

Law Firm Name

PO BOX 1644

Address/PO Box (Please leave blank spaces between numbers, names or words)

SANTA ANA

City

CA

State

92702

Zip Code

## Defendant's Attorney or Authorized Representative:

☒ Law Firm/Attorney ☐ Non Attorney Representative

MELISSA

First Name

DUCHENE

Last Name

5320876

Law Firm Number

PETERSON COLANTONI, LADERA RANCH

Law Firm Name

555 CORPORATE DRIVE, SUITE 205

Address/PO Box (Please leave blank spaces between numbers, names or words)

LADERA RANCH

City

CA

State

92694

Zip Code

## Insurance Carrier Information (if known and if applicable - include even if carrier is adjusted by claims administrator)

AMERICAN SPECIALTY

Insurance Carrier Name (Please leave blank spaces between numbers, names or words)

PO BOX 459

Insurance Carrier Street Address/PO Box (Please leave blank spaces between numbers, names or words)

ROANOKE

City

IN

State

46783

Zip Code

RECEIVED  
ANAHEIM  
11 DEC 15 PM 2:15  
DEPT INDUSTRIAL RELATIONS  
IWD/MCAS

CASE ID: ADJ6792215  
{B0F56EDA-2B23-4057-97A0-CB392B1AF894}

Claims Administrator Information (if known and if applicable)

GALLAGHER BASSET SERVICES FOR USF+G AND CHICAGO FINE (MLS)  
Name (Please leave blank spaces between numbers, names or words)

PO BOX 7858

Street Address/PO Box (Please leave blank spaces between numbers, names or words)

BURBANK

City

CA

State

91510

Zip Code

IT IS CLAIMED THAT:

1. The injured employee, born 06/09/1969, alleges that while employed as a(n)  
(DATE OF BIRTH, MM/DD/YYYY)

PROFESSIONAL SOCCER PLAYER

(OCCUPATION AT THE TIME OF INJURY)

, sustained injury

arising out of and in the course of employment at the locations and during the dates listed below:

(State with specificity the date(s) of injury(ies) and what part(s) of body, conditions or systems are being settled.)

☐ Specific Injury

ADJ6792215

Case Number 1

04/01/1996

(Start Date MM/DD/YYYY)

06/01/2002

(End Date MM/DD/YYYY)

☒ Cumulative Injury

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: 100, 801, 999

Body Part 2: 110, 830

Body Part 3: 148, 850, 880

Body Part 4: 198, 840

Other Body Parts: 200, 300, 398, 400, 420, 430, 440, 498, 500, 598, 700, 800

The injury occurred at VARIOUS LOCATIONS

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

CASE ID: ADJ6792215  
{B0F56EDA-2B23-4057-97A0-CB392B1AF894}

☐ Specific Injury

Case Number 2

☐ Cumulative Injury

(Start Date: MM/DD/YYYY)

(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: \_\_\_\_\_ Body Part 2: \_\_\_\_\_ Body Part 3: \_\_\_\_\_

Body Part 4: \_\_\_\_\_ Other Body Parts: \_\_\_\_\_

The injury occurred at \_\_\_\_\_

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

☐ Specific Injury

Case Number 3

☐ Cumulative Injury

(Start Date: MM/DD/YYYY)

(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: \_\_\_\_\_ Body Part 2: \_\_\_\_\_ Body Part 3: \_\_\_\_\_

Body Part 4: \_\_\_\_\_ Other Body Parts: \_\_\_\_\_

The injury occurred at \_\_\_\_\_

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

☐ Specific Injury

Case Number 4

☐ Cumulative Injury

(Start Date: MM/DD/YYYY)

(End Date: MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: \_\_\_\_\_ Body Part 2: \_\_\_\_\_ Body Part 3: \_\_\_\_\_

Body Part 4: \_\_\_\_\_ Other Body Parts: \_\_\_\_\_

The injury occurred at \_\_\_\_\_

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

CASE ID: ADJ6792215  
 {B0F56EDA-2B23-4057-97A0-CB392B1AF894}

☐ Specific Injury

Case Number 5

☐ Cumulative Injury

(Start Date MM/DD/YYYY)

(End Date MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1: \_\_\_\_\_ Body Part 2: \_\_\_\_\_ Body Part 3: \_\_\_\_\_

Body Part 4: \_\_\_\_\_ Other Body Parts: \_\_\_\_\_

The injury occurred at \_\_\_\_\_  
 (Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

2. Upon approval of this compromise agreement by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge and payment in accordance with the provisions hereof, the employee releases and forever discharges the above-named employer(s) and insurance carrier(s) from all claims and causes of action, whether now known or ascertained or which may hereafter arise or develop as a result of the above-referenced injury(ies), including any and all liability of the employer(s) and the insurance carrier(s) and each of them to the dependents, heirs, executors, representatives, administrators or assigns of the employee. Execution of this form has no effect on claims that are not within the scope of the workers' compensation law or claims that are not subject to the exclusivity provisions of the workers' compensation law, unless otherwise expressly stated.

3. This agreement is limited to settlement of the body parts, conditions, or systems and for the dates of injury set forth in Paragraph No. 1 and further explained in Paragraph No. 9 despite any language to the contrary elsewhere in this document or any addendum

4. Unless otherwise expressly stated, approval of this agreement RELEASES ANY AND ALL CLAIMS OF APPLICANT'S DEPENDENTS TO DEATH BENEFITS RELATING TO THE INJURY OR INJURIES COVERED BY THIS COMPROMISE AGREEMENT. The parties have considered the release of these benefits in arriving at the sum in Paragraph 7. Any addendum duplicating this language pursuant to Sumner v WCAB (1983) 48 CCC 369 is unnecessary and shall not be attached.

5. Unless otherwise expressly ordered by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge, approval of this agreement does not release any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits.

6. The parties represent that the following facts are true: (If facts are disputed, state what each party contends under Paragraph No. 9.)

EARNINGS AT TIME OF INJURY \$ \_\_\_\_\_

TEMPORARY DISABILITY INDEMNITY PAID NONE Weekly Rate \$ \_\_\_\_\_

Period(s) Paid \_\_\_\_\_  
 (Start Date MM/DD/YYYY) (End Date MM/DD/YYYY)

PERMANENT DISABILITY INDEMNITY PAID NONE Weekly Rate \$ \_\_\_\_\_

Period(s) Paid \_\_\_\_\_ End date \_\_\_\_\_  
 (Start Date: MM/DD/YYYY) (End Date: MM/DD/YYYY)

TOTAL MEDICAL BILLS PAID \$ \_\_\_\_\_ Total Unpaid Medical Expense to be Paid By: per paragraph 8

Unless otherwise specified herein, the employer will pay no medical expenses incurred after approval of this agreement.

CASE ID: ADJ6792215  
{B0F56EDA-2B23-4057-97A0-CB392B1AF894}

7. The parties agree to settle the above claim(s) on account of the injury(ies) by the payment of the SUM OF

\$ 150,000.00/-  
Settlement Amount

The following amounts are to be deducted from the settlement amount:

\$ \_\_\_\_\_ for permanent disability advances through \_\_\_\_\_

\$ \_\_\_\_\_ for temporary disability indemnity overpayment, if any.

\$ \_\_\_\_\_ payable to \_\_\_\_\_

\$ \_\_\_\_\_ payable to \_\_\_\_\_

\$ \_\_\_\_\_ payable to \_\_\_\_\_

\$ \_\_\_\_\_ payable to \_\_\_\_\_

\$ 22,500.00 requested as applicant's attorney's fee.

LEAVING A BALANCE OF \$ 127,500.00 , after deducting the amounts set forth above and less further permanent disability advances made after the date set forth above. Interest under Labor Code section 5800 is included if the sums set forth herein are paid within 30 days after the date of approval of this agreement.

8. Liens not mentioned in Paragraph No. 7 are to be disposed of as follows (Attach an addendum if necessary):

WCAB RETAIN JURISDICTION OVER ANY AND ALL LIENS OF RECORD SO THAT DEFENDANT CAN REVIEW, REVISE, ADJUST, LITIGATE OR DEFEND.

CASE ID: ADJ6792215  
 {B0F56EDA-2B23-4057-97A0-CB392B1AF894}

9. The parties wish to settle these matters to avoid the costs, hazards and delays of further litigation, and agree that a serious dispute exists as to the following issues (initial only those that apply). ONLY ISSUES INITIALED BY THE APPLICANT OR HIS/HER REPRESENTATIVE AND DEFENDANTS OR THEIR REPRESENTATIVES ARE INCLUDED WITHIN THIS SETTLEMENT.

| Applicant | Defendant |                                                                                      |
|-----------|-----------|--------------------------------------------------------------------------------------|
| <u>MD</u> | MSD       | <u>ACB</u> earnings                                                                  |
| <u>MD</u> | MSD       | <u>ACB</u> temporary disability                                                      |
| <u>MD</u> | MSD       | <u>ACB</u> jurisdiction                                                              |
| <u>MD</u> | MSD       | <u>ACB</u> apportionment                                                             |
| <u>MD</u> | MSD       | <u>ACB</u> employment                                                                |
| <u>MD</u> | MSD       | <u>ACB</u> injury AOE/COE                                                            |
| <u>MD</u> | MSD       | <u>ACB</u> serious and willful misconduct                                            |
| <u>MD</u> | MSD       | <u>ACB</u> discrimination (Labor Code §132a)                                         |
| <u>MD</u> | MSD       | <u>ACB</u> statute of limitations                                                    |
| <u>MD</u> | MSD       | <u>ACB</u> future medical treatment                                                  |
| <u>MD</u> | MSD       | <u>ACB</u> other <u>ALL MILEAGE AND OUT-OF-POCKET EXPENSES</u>                       |
| <u>MD</u> | MSD       | <u>ACB</u> permanent disability                                                      |
| <u>MD</u> | MSD       | <u>ACB</u> self-procured medical treatment, except as provided in Paragraph 7        |
| <u>MD</u> | MSD       | <u>ACB</u> vocational rehabilitation benefits/supplemental job displacement benefits |

COMMENTS:

- 1) THIS SETTLEMENT DOCUMENT RESOLVES ANY AND ALL CLAIMS THE APPLICANT HAS TO TD, PD, OUT OF POCKET EXPENSES, MILEAGE REIMBURSEMENT, AND VOUCHER.
- 2) NO PENALTIES AND INTEREST WILL APPLY PROVIDED THAT THE C&R IS PAID WITHIN 30 DAYS OF ISSUANCE OF AN ORDER APPROVING.
- 3) THE APPLICANT HAS NOT APPLIED FOR OR RECEIVED ANY MEDICARE OR SOCIAL SECURITY BENEFITS AND DOES NOT PLAN ON APPLYING FOR THEM WITHIN THE NEXT 60 MONTHS.
- 4) THIS SETTLEMENT RESOLVES ALL CLAIMS. AMERICAN SPECIALTY ON BEHALF OF THE CHARLESTON BATTERY ARE CONTRIBUTING \$100,000 AMERICAN SPECIALTY ON BEHALF OF MAJOR LEAGUE SOCCER IS CONTRIBUTING \$ 50,000 ∞.

Any accrued claims for Labor Code section 5814 penalties are included in this settlement unless expressly excluded.

10. It is agreed by all parties hereto that the filing of this document is the filing of an application, and that the workers' compensation administrative law judge may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put in issue any of the facts admitted herein and that if hearing is held with this document used as an application, the defendants shall have available to them all defenses that were available as of the date of filing of this document, and that the workers' compensation administrative law judge may thereafter either approve this Compromise and Release or disapprove it and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

CASE ID: ADJ6792215  
{B0F56EDA-2B23-4057-97A0-CB392B1AF894}

11. WARNING TO EMPLOYEE: SETTLEMENT OF YOUR WORKERS' COMPENSATION CLAIM BY COMPROMISE AND RELEASE MAY AFFECT OTHER BENEFITS YOU ARE RECEIVING TO WHICH YOU BECOME ENTITLED TO RECEIVE IN THE FUTURE FROM SOURCES OTHER THAN WORKERS' COMPENSATION, INCLUDING BUT NOT LIMITED TO SOCIAL SECURITY, MEDICARE AND LONG-TERM DISABILITY BENEFITS.

THE APPLICANT'S (EMPLOYEE'S) SIGNATURE MUST BE ATTESTED TO BY TWO DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC

By signing this agreement, applicant (employee) acknowledges that he/she has read and understands this agreement and has had any questions he/she may have had about this agreement answered to his/her satisfaction

Witness the signature hereof this 15<sup>th</sup> day of December, 2011 at San Diego, Calif

|             |        |
|-------------|--------|
| Witness 1   | (Date) |
| Witness 2   | (Date) |
| Interpreter | (Date) |

[Signature] 12/15/11

[Signature] 12/15/11  
Applicant (Employee) (Date)

[Signature] 12/13/11  
Attorney for Applicant (Date)

[Signature] 12/13/2011  
Attorney for Defendant (Date)

Attorney for Defendant (Date)

Attorney for Defendant (Date)



CASE ID: ADJ6792215  
{B0F56EDA-2B23-4057-97A0-CB392B1AF894}

### ACKNOWLEDGMENT

State of California  
County of VENTURA

On December 15, 2011 before me, Joanne Cowan, Notary Public  
(insert name and title of the officer)

personally appeared Eric B. Wynalda  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature

[Handwritten Signature]

(Seal)

CASE ID: ADJ6792215  
(1006A448-1DCA-42CF-B30F-12DE1149A7A7)

STATE OF CALIFORNIA  
DIVISION OF WORKERS' COMPENSATION  
WORKERS' COMPENSATION APPEALS BOARD

ERIC WYNALOA

Applicant

vs.

CHARLESTON BATTERY

AMERICAN SPECIALTY  
Defendants.

Case No. 6792215

ORDER APPROVING  
COMPROMISE AND RELEASE

BASED UPON ☒ The reasons given in the settlement,  
☒ The medical reports on file,  
☐ The Disability Rating,

Settlement appears fair and reasonable and is deemed adequate.

THE FOLLOWING ARE, IF CHECKED, APPLICABLE:

☐ A good faith issue exists which, if resolved against the claimant, would totally bar claimant's recovery of workers' compensation.

☒ Release of death benefits (Sumner vs. WCAB, 48 CCC 369) has been considered.

☐ Release of applicant's rights to ordinary benefits for injuries occurring in rehabilitation (Rodgers vs. WCAB, 50 CCC 299 and Carter, et al. vs. County of Los Angeles, et al., 51 CCC 255) has been considered.

☐ This agreement includes and releases any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits.

The parties to the above-entitled action having filed a Compromise and Release herein on 12/15/2011 settling this case for \$150,000. ~~22,500~~ in addition to all sums which may have been paid previously, except Permanent Disability advances and requesting that it be approved; and this Board having considered the entire record, including said Compromise and Release, now finds that it should be approved.

IT IS ORDERED that said Compromise and Release be approved.

AWARD IS MADE in favor of. THE ABOVE-NAMED APPLICANT AGAINST THE ABOVE-NAMED DEFENDANTS, PAYABLE AS FOLLOWS. In the above sum, less permanent disability advances, if applicable, less \$22,500. ~~22,500~~ as attorneys' fees, BALANCE TO APPLICANT.

Liens are to be paid and/or adjusted as set forth in the Compromise and Release agreement filed herein, with jurisdiction reserved.

DATE: 12/15/2011

HOWARD LEMBERG  
WORKERS' COMPENSATION JUDGE

Notice to:

Pursuant to Rule 10500, you are designated to serve this/these documents on all parties of record and lien claimants

Am. Specialty  
Pay \$100,000 - American Specialty  
Pay a/a Fees  
\* GAB to Pay \$50,000 -